

1 Stuart G. Gross (SBN 251019)  
 2 Ross A. Middlemiss (SBN 323737)  
 3 Travis H.A. Smith (SBN 331305)  
**GROSS KLEIN PC**  
 4 The Embarcadero  
 Pier 9, Suite 100  
 San Francisco, CA 94111  
 (415) 671-4628

6 *Attorneys for Plaintiffs and the Proposed Classes*  
 7 [additional counsel listed on signature page]

8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**  
 10 **SAN FRANCISCO DIVISION**

12 **BRAND LITTLE and ROBIN BURNS,**  
 Individually and on Behalf of All Others Similarly  
 Situated,

14 Plaintiffs,

15 v.

16 **PACIFIC SEAFOOD PROCUREMENT, LLC;**  
**PACIFIC SEAFOOD PROCESSING, LLC;**  
**PACIFIC SEAFOOD FLEET, LLC; PACIFIC**  
**SEAFOOD DISTRIBUTION, LLC; PACIFIC**  
**SEAFOOD USA, LLC; DULCICH, INC.;**  
**PACIFIC SEAFOOD – EUREKA, LLC;**  
**PACIFIC SEAFOOD – CHARLESTON, LLC;**  
**PACIFIC SEAFOOD – WARRENTON, LLC;**  
**PACIFIC SEAFOOD – NEWPORT, LLC;**  
**PACIFIC SEAFOOD – BROOKINGS, LLC;**  
**PACIFIC SEAFOOD – WESTPORT, LLC;**  
**PACIFIC SURIMI – NEWPORT LLC; BLUE**  
**RIVER SEAFOOD, INC.; SAFE COAST**  
**SEAFOODS, LLC; SAFE COAST SEAFOODS**  
**WASHINGTON, LLC; OCEAN GOLD**  
**SEAFOODS, INC.; NOR-CAL SEAFOOD,**  
**INC.; KEVIN LEE; AMERICAN SEAFOOD**  
**EXP, INC.; CALIFORNIA SHELLFISH**  
**COMPANY, INC.; ROBERT BUGATTO**  
**ENTERPRISES, INC.; ALASKA ICE**  
**SEAFOODS, INC.; LONG FISHERIES, INC.;**  
**CAITO FISHERIES, INC.; CAITO**  
**FISHERIES, LLC; SOUTHWIND FOODS,**  
**LLC; FISHERMEN’S CATCH, INC.;**  
**GLOBAL QUALITY FOODS, INC.; GLOBAL**  
**QUALITY SEAFOOD LLC; OCEAN KING**

Case No. 3:23-cv-01098-AGT

**STIPULATION BETWEEN  
 PLAINTIFFS AND NON-PARTY  
 PACIFIC DREAM SEAFOOD,  
 INC. AND [PROPOSED] ORDER  
 FOR TOLLING AND REFERRAL  
 TO MAGISTRATE JUDGE FOR  
 SETTLEMENT CONFERENCE**

Judge: Honorable Alex G. Tse

**FISH INC.;; BORNSTEIN SEAFOODS, INC.;;  
ASTORIA PACIFIC SEAFOODS, LLC; and  
DOES 29-60,**

Defendants.

GROSS KLEIN PC  
THE EMBARCADERO  
PIER 9, SUITE 100  
SAN FRANCISCO, CA 94111

1 Plaintiffs Brand Little and Robin Burns (collectively, “Plaintiffs”), and Nonparty Pacific  
 2 Dream Seafood, Inc. (“Pacific Dream”)<sup>1</sup> have met and conferred and reached the following  
 3 stipulation pursuant to Civil L.R. 16-8 and ADR L.R. 3-5.

4 Plaintiffs filed a motion for leave to file a proposed Third Amended Complaint, which  
 5 would name Pacific Dream as a Defendant, on August 12, 2025. Dkt. 377. On August 26, 2025,  
 6 Defendants filed a statement of non-opposition to Plaintiffs’ motion for leave. Dkt. 378.

7 Plaintiffs and Pacific Dream have met and conferred, wherein Pacific Dream expressed its  
 8 desire to engage in a settlement conference prior to Plaintiffs filing the proposed Third Amended  
 9 Complaint that would name Pacific Dream as a defendant in the case, and Plaintiffs agreed to this  
 10 course of action subject to the terms of this stipulation.

11 Plaintiffs and Pacific Dream agree to toll all applicable statute of limitations periods as to  
 12 any claims by Plaintiffs against Pacific Dream, from August 29, 2025 until the date of filing of a  
 13 complaint in this action by Plaintiffs that names Pacific Dream as a defendant.

14 Plaintiffs and Pacific Dream agrees that, in the event (a) the Court grants Plaintiffs leave  
 15 to file their Third Amended Complaint (*see* Dkt. 377), (b) Plaintiffs file such a complaint, without  
 16 naming Pacific Dream as a defendant therein, and (c) by October 31, 2025, a settlement has not  
 17 been reached between Plaintiffs and Pacific Dream, Pacific Dream shall join Plaintiffs in a  
 18 stipulated or joint request that Plaintiffs be given leave to file a further amended complaint that  
 19 adds Pacific Dream as a defendant.

20 In consideration of the foregoing, Plaintiffs and Pacific Dream hereby agree to participate  
 21 in a Settlement Conference with a Magistrate Judge Joseph Spero. *See* ADR L.R. 7.

22 Plaintiffs and Pacific Dream request a referral to Magistrate Judge Joseph Spero, and  
 23 desire to hold the Settlement Conference as soon as convenient for the Judge Spero and the  
 24 parties.

25 Plaintiffs and Pacific Dream agree to hold the ADR session by September 30, 2025, or as  
 26 soon thereafter as permitted by Magistrate Judge Spero’s availability.

27 <sup>1</sup> On August 12, 2025, Plaintiffs filed a Motion for Leave to File a Third Amended Class Action  
 28 Complaint, naming additional Defendants including Pacific Dream. Pacific Dream is referred to  
 herein as a Nonparty, as Plaintiffs have not yet filed the Third Amended Class Action Complaint.

Pacific Dream acknowledges that as a condition of participation in the Settlement Conference, it is bound by the ADR Local Rules, including those governing confidentiality.

The undersigned Plaintiffs' counsel attests that he was authorized to file this stipulation on behalf of both Plaintiffs and Pacific Dream.

Respectfully submitted,

Dated: August 29, 2025

/s/ Stuart G. Gross

Stuart G. Gross (SBN 251019)  
Travis H. A. Smith (SBN 331305)  
Ross A. Middlemiss (SBN 323737)

**GROSS KLEIN PC**

The Embarcadero  
Pier 9, Suite 100  
San Francisco, CA 94111  
(415) 671-4628  
*sgross@grosskleinlaw.com*  
*tsmith@grosskleinlaw.com*  
*rmiddlemiss@grosskleinlaw.com*

Matthew W. Ruan (SBN 264409)  
Samantha Gupta (*admitted pro hac vice*)  
**FREED KANNER LONDON & MILLEN LLC**  
100 Tri-State International, Suite 128  
Lincolnshire, IL 60069  
(224) 632-4500  
*mruan@fklmlaw.com*  
*sgupta@fklmlaw.com*

Matthew S. Weiler (SBN 236052)  
Raymond S. Levine (SBN 348030)  
**SCHNEIDER WALLACE COTTRELL  
KONECKY, LLP**  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
(415) 421-7100  
*mweiler@schneiderwallace.com*  
*rlevine@schneiderwallace.com*

Steven N. Williams (SBN 175489)  
**STEVEN WILLIAMS LAW, P.C.**  
201 Spear St, Suite 1100  
San Francisco, CA 94105  
(415) 671-4628  
*swilliams@stevenwilliamsllaw.com*

*Counsel for Plaintiffs and the Proposed Class*

GROSS KLEIN PC  
THE EMBARCADERO  
PIER 9, SUITE 100  
SAN FRANCISCO, CA 94111

**[PROPOSED] ORDER**

Pursuant to the stipulation between Plaintiffs and nonparty Pacific Dream Seafood, Inc. (“Pacific Dream”), the Court hereby orders as follows:

Plaintiffs and Pacific Dream are referred to Magistrate Judge Joseph Spero for an early settlement conference, which shall be held no later than September 30, 2025, or as soon thereafter as permitted by Magistrate Judge Spero’s availability.

The ADR Local Rules, including those governing confidentiality, shall apply to Pacific Dream.

In order to facilitate settlement discussions, Pacific Dream is hereby deemed a “Party,” as the term is used in the Stipulated Protective Order (Dkt. 63) and has the attendant rights and obligations of a Party under that Order.

All statute of limitations periods applicable to any claims by Plaintiffs against Pacific Dream are hereby tolled from August 29, 2025 until the date of the filing of any complaint in this action that names Pacific Dream as a defendant.

In the event that the Court grants Plaintiffs’ pending motion to file a Third Amended Complaint (*see* Dkt. 377), Plaintiffs may file the Third Amended Complaint without naming Pacific Dream as a defendant.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Alex G. Tse  
United States Magistrate Judge